

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF WESTERN PENNSYLVANIA  
CONCILIATION CONFERENCE MINUTES**

**Conciliation Conference:**

Debtor: DEBORAH L. SPELLMAN  
Case Number: 20-22925-CMB Chapter: 13  
Date / Time / Room: THURSDAY, APRIL 29, 2021 09:00 AM 3251 US STEEL  
Hearing Officer: CHAPTER 13 TRUSTEE

FILED  
5/3/21 11:13 am  
CLERK  
U.S. BANKRUPTCY  
COURT - WDPA

**Matter:**

#2 - Final Confirmation of Plan Dated 10/14/2020 (NFC)  
+Objections By GSMPS Mortgage, PNC Bank, N.A.  
R / M #: 2 / 0

**Appearances:**

Debtor: *Wright*  
Trustee: Winnecour / Pail *Katz* DeSimone  
Creditor: *Daniel Jones for US Bank*

**Proceedings:**

*Maria Miskich for PNC Bank*

Outcome:

1. \_\_\_\_\_ Case Converted to Chapter 7
2. \_\_\_\_\_ Case Converted to Chapter 11
3. \_\_\_\_\_ Case Dismissed without Prejudice
4. \_\_\_\_\_ Case Dismissed with Prejudice
5. \_\_\_\_\_ Debtor is to inform Court within \_\_\_\_\_ days their preference to Convert or Dismiss
6. \_\_\_\_\_ The plan payment/term is increased/extended to \_\_\_\_\_, effective \_\_\_\_\_.
7. \_\_\_\_\_ Plan/Motion continued to \_\_\_\_\_ at \_\_\_\_\_.
8. \_\_\_\_\_ An Amended Plan is to be served on all creditors and certificate of service filed by \_\_\_\_\_.  
Objections are due on or before \_\_\_\_\_.  
A hearing on the Amended Plan is set for \_\_\_\_\_ at \_\_\_\_\_.
9. \_\_\_\_\_ Contested Hearing: \_\_\_\_\_ at \_\_\_\_\_.
10. \_\_\_\_\_ Other: \_\_\_\_\_.

**CONFIRMATION ORDER TO BE ENTERED**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF WESTERN PENNSYLVANIA  
PROPOSED CONFIRMATION ORDER**

**Conciliation Conference:**

Debtor: DEBORAH L. SPELLMAN  
Case Number: 20-22925-CMB Chapter: 13  
Date / Time / Room: THURSDAY, APRIL 29, 2021 09:00 AM 3251 US STEEL  
Chapter 13 Plan Dated: 10/19/20  
Next Hearing Date and Time: \_\_\_\_\_

*The Parties, including the Debtor(s) and the Attorney for the Debtor(s), if any, hereby agree as follows:*

☐ (1) No Changes to standard confirmation order.

(2) Changes to the standard Confirmation Order as indicated

☒ A. For the remainder of the Plan Term, the Plan payment is amended to be \$ 952 as of 5/24. Debtor(s)' counsel shall file a motion to amend the income attachment order within five (5) days of the date of this Order.

☐ B. The length of the Plan is increased to a total of \_\_\_\_\_ months. This statement of duration of the Plan is an approximation. The Plan shall not be completed until the goals of the Plan have been achieved. The total length of the Plan shall not exceed sixty (60) months.

☐ C. Plan confirmation is on an interim basis only as a form of adequate protection. The Trustee is authorized to distribute to secured and priority creditors with percentage fees.

☐ D. Plan confirmation is subject to the resolution of all actions to determine the avoidability, priority or extent of liens, including determination of the allowed amount of secured claims under 11 U.S.C. 506, disputes over the amount and allowance of claims entitled to priority under 11 U.S.C. 507, and all objections to claims.

☐ E. The allowed claims of general unsecured creditors shall be paid from available funds on a pro rata basis, which may represent an increase or decrease in the amount projected in the Plan.

☐ F. \_\_\_\_\_ shall be paid monthly payments of \$ \_\_\_\_\_ beginning with the Trustee's \_\_\_\_\_ distribution and continuing for the duration of the plan term, to be applied by that creditor to its administrative claim, budget payments and/or security deposit. These payments shall be at the fifth distribution level.

☒ G. The claims of the following creditors shall govern as to amount, classification and rate of interest (or as otherwise noted), unless the debtor(s) successfully objects to the claim:

PNC Bank (44#5) as LTC D

☒ H. Additional Terms:

☐ Fee application needed if any fee (including retainer) exceeds \$4,000 including any fees paid to prior counsel.

☐ Motion to Amend/Modify Plan resolved and all Objections to Plan withdrawn upon entry of Confirmation Order.

(1) GSPMS mortgage (44#2)  
Shall be paid \$ 5301.99 with  
5 % interest, in mo. amount  
determined by Trustee to pay in full, and  
\$ 11103.41 without interest.

plus escrow of 229.41/mo from month one

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page ①*

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The \$ 952 plan payment in this Order ("Debtor Calc") is less than the amount calculated by the Trustee to complete the plan in the remaining plan term. Debtor Counsel has insisted Trustee use Debtor Calc. Trustee is willing to recommend confirmation utilizing Debtor Calc, under the specific and unique circumstances of this case, subject to the following understanding: (a) Debtor and Debtor counsel are primarily responsible for ensuring that the plan is adequately funded and the Trustee's calculations are provided as a courtesy and convenience (so Trustee is willing to defer to Debtor under the unique circumstances of this case); (b) Debtor and Debtor counsel, having been warned of the probability the plan is underfunded accept the risk and consequences that it is; and (c) Trustee will seek dismissal at plan term end if the plan proves, as she suspects, to have been underfunded and may cite to this provision and Debtor's assumption of the risk of probable underfunding in support of dismissal.

(3) plan must be 100% at timely  
filed allowed general unsecured creditors.  
plan calc based on successful objection  
to Jams #1 & 3. In the event the  
objections are unsuccessful, the Debtor  
shall increase payment as needed to  
pay the 100%.

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